

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA

JAMES DUCOTE,
Plaintiff,

v.

BANK OF AMERICA, N.A.;
EXPERIAN INFORMATION
SOLUTIONS, INC.; EQUIFAX
INFORMATION SERVICES LLC, and
TRANSUNION LLC,
Defendants.

Case No.:

**Complaint for Damages:
Violation of Fair Credit
Reporting Act**

Plaintiff, James Ducote, by and through undersigned counsel, upon information and belief, hereby complains as follows:

I. INTRODUCTION

1. This action arises out of Defendants’ violations of the Fair Credit Reporting Act (“FCRA”) whereby Plaintiff discovered inaccurate information reporting on his consumer credit reports, disputed that inaccurate information, and Defendants willfully or negligently refused to correct the inaccurate information on Plaintiff’s consumer credit report, damaging Plaintiff.

II. ARTIES

2. At all times pertinent hereto, Plaintiff was a “consumer” as that term is defined by 15 U.S.C. §1681a(3).

3. Defendant, Bank of America, N.A. (“Bank of America”) is and at all times relevant hereto was, a lending institution regularly doing business in the State of Georgia.

4. At all times pertinent hereto, Defendant Bank of America is a “person” as that term is defined in 15 U.S.C. §1681a(b), and also a “furnisher” of credit information

1 as that term is described in 15 U.S.C. §1681s-2 *et seq.*

2 5. Defendant Bank of America was at all relevant times engaged in the
3 business of attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. §
4 1692a(5).

5 6. Defendant Bank of America is a “debt collector” as defined by 15 U.S.C. §
6 1692a(6).

7 7. Defendant Experian Information Solutions, Inc. is a corporation existing
8 under the laws of Georgia.

9 8. Defendant, Experian Information Solutions, Inc. (“Experian”), is a credit
10 reporting agency, licensed to do business in Georgia.

11 9. Defendant Experian is, and at all times relevant hereto was, regularly doing
12 business in the State of Georgia.

13 10. Experian is regularly engaged in the business of assembling, evaluating, and
14 disbursing information concerning consumers for the purpose of furnishing consumer
15 reports, as defined in 15 U.S.C. §1681a(d), to third parties.

16 11. Experian furnishes such consumer reports to third parties under contract for
17 monetary compensation.

18 12. At all times pertinent hereto, Defendant Experian was a “person” and
19 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

20 13. Defendant, Equifax Information Services LLC (“Equifax”), is a credit
21 reporting agency, licensed to do business in Georgia with headquarters in Atlanta,
22 Georgia.

23 14. Defendant Equifax is, and at all times relevant hereto was, regularly doing
24 business in the State of Georgia.

25 15. Equifax is regularly engaged in the business of assembling, evaluating, and
26 disbursing information concerning consumers for the purpose of furnishing consumer
27 reports, as defined in 15 U.S.C. §1681a(d), to third parties.

28 16. Equifax furnishes such consumer reports to third parties under contract for

1 monetary compensation.

2 17. At all times pertinent hereto, Defendant Equifax was a “person” and
3 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

4 18. Defendant, TransUnion LLC (“TransUnion”), is a credit reporting agency,
5 licensed to do business in Georgia.

6 19. Defendant TransUnion is, and at all times relevant hereto was, regularly
7 doing business in the State of Georgia.

8 20. TransUnion is regularly engaged in the business of assembling, evaluating,
9 and disbursing information concerning consumers for the purpose of furnishing
10 consumer reports, as defined in 15 U.S.C. §1681a(d), to third parties.

11 21. TransUnion furnishes such consumer reports to third parties under contract
12 for monetary compensation.

13 22. At all times pertinent hereto, Defendant TransUnion was a “person” and
14 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

15 16 **III. JURISDICTION AND VENUE**

17 23. This Court has jurisdiction over this action pursuant to 15 U.S.C. §1681p,
18 15 U.S.C. §1692k(d), and 28 U.S.C. §1331.

19 24. Venue is proper in this district pursuant to 28 U.S.C. §1391(b).

20 **IV. FACTUAL ALLEGATIONS**

21 25. Plaintiff is a consumer who is the victim of inaccurate reporting by
22 Defendants Bank of America, Experian, Equifax and TransUnion (collectively,
23 “Defendants”), and has suffered particularized and concrete harm.

24 26. Equifax, Experian and TransUnion are the three largest consumer reporting
25 agencies (“CRAs”) as defined by 15 U.S.C. §1681a(f).

26 27. The CRAs’ primary business is the sale of consumer reports (commonly
27 referred to as “credit reports”) to third parties and consumers.

28 28. Experian, Equifax and TransUnion have a duty, under the FCRA, to follow

1 reasonable procedures to ensure that the consumer reports they sell meet the standard of
2 “maximum possible accuracy.” 15 U.S.C. §1681e(b).

3 29. Plaintiff discovered the Bank of America account# ending 7018 on his
4 Equifax, Experian, and TransUnion consumer reports in error (the “Account”).

5 30. During the course of repayment of the Account, Plaintiff satisfied the
6 Account in full with payment to Bank of America resulting in full and final settlement
7 of Plaintiff’s obligation with respect to the Account.

8 31. Plaintiff resolved his liability on the Account, and the balance is \$0 on the
9 Account.

10 32. In spite of receiving the full benefit of payment in full on the Account, and
11 releasing Plaintiff from liability on Account, Defendant Bank of America continued,
12 erroneously, to report a balance due and owing and various late payments with
13 derogatory status on the Account to Experian, Equifax, and TransUnion.

14 33. The false information regarding the Account appearing on Plaintiff’s
15 consumer reports harms the Plaintiff because it does not accurately depict Plaintiff’s
16 credit history and creditworthiness and overstates credit utilization.

17 **PLAINTIFF’S WRITTEN DISPUTE**

18 34. On or about November 17, 2023, Plaintiff sent a written dispute to Equifax
19 (“Equifax Dispute”), disputing the inaccurate information regarding the Account
20 reporting on Plaintiff’s consumer report.

21 35. On or about November 17, 2023, Plaintiff sent a written dispute to Experian
22 (“Experian Dispute”), disputing the inaccurate information regarding Account reporting
23 on Plaintiff’s consumer report.

24 36. On or about November 17, 2023, Plaintiff sent a written dispute to
25 TransUnion (“TransUnion Dispute”), disputing the inaccurate information regarding the
26 Account reporting on Plaintiff’s consumer reports.

27 37. Upon information and belief, Equifax, Experian and TransUnion forwarded
28 Plaintiff’s Disputes (collectively the “Dispute Letters”) to Defendant Bank of America.

1 38. Upon information and belief, Bank of America received notification of
2 Plaintiff's Dispute Letters from Equifax, Experian, and TransUnion.

3 39. Upon information and belief, Bank of America verified the erroneous
4 information associated with the Account to Equifax, Experian, and TransUnion.

5 40. Bank of America failed to conduct an investigation, contact Plaintiff,
6 contact third-parties, or review underlying account information with respect to the
7 disputed information and the accuracy of the Account.

8 41. Equifax, Experian, and TransUnion each did not conduct an investigation,
9 contact Plaintiff, contact third-parties, or review underlying account information with
10 respect to the disputed information and the accuracy of the Account.

11 42. Upon information and belief, Bank of America failed to instruct Equifax,
12 Experian, and TransUnion to remove the false information regarding the Account
13 reporting on Plaintiff's consumer reports.

14 43. Equifax, Experian, and TransUnion employed an investigation process that
15 was not reasonable and did not remove the false information regarding the Account
16 identified in Plaintiff's Dispute Letters.

17 44. At no point after receiving the Dispute Letters did Bank of America,
18 Equifax, Experian, or TransUnion communicate with Plaintiff to determine the veracity
19 and extent of Plaintiff's Dispute Letters.

20 45. Equifax, Experian, and TransUnion relied on their own judgment and the
21 information provided to them by Bank of America rather than grant credence to the
22 information provided by Plaintiff.

23 46. The Plaintiff was denied credit and/or refrained from needed credit
24 applications due to the erroneous information associated with the Account.

25 47. Plaintiff has lost time working to resolve the adverse information associated
26 with the Account to prevent harm.

27
28 **COUNT I – EXPERIAN**

FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)

48. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully set forth herein.

49. After receiving the Experian Dispute, Experian failed to correct the false information regarding the Account reporting on Plaintiff's Experian consumer report.

50. Defendant Experian violated 15 U.S.C. §1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit reports and credit files Defendant Experian published and maintained concerning Plaintiff.

51. As a result of this conduct, action and inaction of Defendant Experian, Plaintiff suffered damage, and continues to suffer, actual damages, including economic loss, damage to reputation, emotional distress, and interference with Plaintiff's normal and usual activities for which Plaintiff seeks damages in an amount to be determined by the trier of fact.

52. Defendant Experian's conduct, action, and inaction were willful, rendering Defendant Experian liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

53. In the alternative, Defendant Experian was negligent, entitled Plaintiff to recover damages under 15 U.S.C. §1681o.

54. Plaintiff is entitled to recover costs and attorneys' fees from Defendant Experian, pursuant to 15 U.S.C. §1681n and/or §1681o.

COUNT II – EXPERIAN

FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i

55. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully set forth herein.

56. After receiving the Experian Dispute, Experian failed to correct the false information regarding the Account reporting on Plaintiff's Experian consumer report.

57. Defendant Experian violated 15 U.S.C. §1681i by failing to delete

1 inaccurate information in Plaintiff's credit files after receiving actual notice of such
 2 inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain
 3 reasonable procedures with which to filter and verify disputed information in Plaintiff's
 4 credit files.

5 58. As a result of this conduct, action and inaction of Defendant Experian,
 6 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
 7 loss, damage to reputation, emotional distress and interference with Plaintiff's normal
 8 and usual activities for which Plaintiff seeks damages in an amount to be determined by
 9 the trier of fact.

10 59. Defendant Experian's conduct, action, and inaction were willful, rendering
 11 Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

12 60. In the alternative, Defendant Experian was negligent, entitling Plaintiff to
 13 recover damages under 15 U.S.C. §1681o.

14 61. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
 15 Experian pursuant to 15 U.S.C. §1681n and/or §1681o.

16 17 **COUNT III – EQUIFAX**

18 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

19 62. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully
 20 set forth herein.

21 63. After receiving the Equifax Dispute, Equifax failed to correct the false
 22 information regarding the Account reporting on Plaintiff's Equifax consumer report.

23 64. Defendant Equifax violated 15 U.S.C. §1681e(b) by failing to establish or
 24 to follow reasonable procedures to assure maximum possible accuracy in the preparation
 25 of the credit reports and credit files Defendant Equifax published and maintained
 26 concerning Plaintiff.

27 65. As a result of this conduct, action and inaction of Defendant Equifax,
 28 Plaintiff suffered damage, and continues to suffer, actual damages, including economic

1 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal
2 and usual activities for which Plaintiff seeks damages in an amount to be determined by
3 the trier of fact.

4 66. Defendant Equifax's conduct, action, and inaction were willful, rendering
5 Defendant Equifax liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

6 67. In the alternative, Defendant Equifax was negligent, entitled Plaintiff to
7 recover damages under 15 U.S.C. §1681o.

8 68. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
9 Equifax, pursuant to 15 U.S.C. §1681n and/or §1681o.

10 11 **COUNT IV – EQUIFAX**

12 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i**

13 69. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully
14 set forth herein.

15 70. After receiving the Equifax Dispute, Equifax failed to correct the false
16 information regarding the Account reporting on Plaintiff's Equifax consumer report.

17 71. Defendant Equifax violated 15 U.S.C. §1681i by failing to delete inaccurate
18 information in Plaintiff's credit files after receiving actual notice of such inaccuracies,
19 by failing to conduct lawful reinvestigations, and by failing to maintain reasonable
20 procedures with which to filter and verify disputed information in Plaintiff's credit files.

21 72. As a result of this conduct, action and inaction of Defendant Equifax,
22 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
23 loss, damage to reputation, emotional distress and interference with Plaintiff's normal
24 and usual activities for which Plaintiff seeks damages in an amount to be determined by
25 the trier of fact.

26 73. Defendant Equifax's conduct, action, and inaction were willful, rendering
27 Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

28 74. In the alternative, Defendant Equifax was negligent, entitling Plaintiff to

1 recover damages under 15 U.S.C. §1681o.

2 75. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
3 Equifax pursuant to 15 U.S.C. §1681n and/or §1681o.

4
5 **COUNT V – TRANSUNION**

6 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

7 76. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully
8 set forth herein.

9 77. After receiving the TransUnion Dispute, TransUnion failed to correct the
10 false information regarding the Account reporting on Plaintiff's TransUnion consumer
11 report.

12 78. Defendant TransUnion violated 15 U.S.C. §1681e(b) by failing to establish
13 or to follow reasonable procedures to assure maximum possible accuracy in the
14 preparation of the credit reports and credit files Defendant TransUnion published and
15 maintained concerning Plaintiff.

16 79. As a result of this conduct, action and inaction of Defendant TransUnion,
17 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
18 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal
19 and usual activities for which Plaintiff seeks damages in an amount to be determined by
20 the trier of fact.

21 80. Defendant TransUnion's conduct, action, and inaction were willful,
22 rendering Defendant TransUnion liable to Plaintiff for punitive damages pursuant to 15
23 U.S.C. §1681n.

24 81. In the alternative, Defendant TransUnion was negligent, entitled Plaintiff to
25 recover damages under 15 U.S.C. §1681o.

26 82. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
27 TransUnion, pursuant to 15 U.S.C. §1681n and/or §1681o.

COUNT VI – TRANSUNION

FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i

83. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully set forth herein.

84. After receiving the TransUnion Dispute, TransUnion failed to correct the false information regarding the Account reporting on Plaintiff's TransUnion consumer report.

85. Defendant TransUnion violated 15 U.S.C. §1681i by failing to delete inaccurate information in Plaintiff's credit files after receiving actual notice of such inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit files.

86. As a result of this conduct, action and inaction of Defendant TransUnion, Plaintiff suffered damage, and continues to suffer, actual damages, including economic loss, damage to reputation, emotional distress and interference with Plaintiff's normal and usual activities for which Plaintiff seeks damages in an amount to be determined by the trier of fact.

87. Defendant TransUnion's conduct, action, and inaction were willful, rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

88. In the alternative, Defendant TransUnion was negligent, entitling Plaintiff to recover damages under 15 U.S.C. §1681o.

89. Plaintiff is entitled to recover costs and attorneys' fees from Defendant TransUnion pursuant to 15 U.S.C. §1681n and/or §1681o.

COUNT VII – BANK OF AMERICA

Fair Credit Reporting Act Violation – 15 U.S.C. §1681s-2(b)

90. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully

1 set forth herein.

2 91. After receiving the Dispute Letters, Bank of America failed to correct the
3 false information regarding the Account reporting on Plaintiff's consumer report.

4 92. Defendant violated 15 U.S.C. §1681s-2(b) by failing to fully and properly
5 investigate Plaintiff's disputes of Defendant Bank of America's representations; by
6 failing to review all relevant information regarding Plaintiff's disputes; by failing to
7 accurately respond to credit reporting agencies; by verifying false information; and by
8 failing to permanently and lawfully correct its own internal records to prevent the re-
9 reporting of Defendant Bank of America's representations to consumer credit reporting
10 agencies, among other unlawful conduct.

11 93. As a result of this conduct, action, and inaction of Defendant Bank of
12 America, Plaintiff suffered damages, and continues to suffer, actual damages, including
13 economic loss, damage to reputation, emotional distress, and interference with Plaintiff's
14 normal and usual activities for which Plaintiff seeks damages in an amount to be
15 determined by the trier of fact.

16 94. Defendant Bank of America's conduct, action, and inaction were willful,
17 rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C.
18 §1681n.

19 95. In the alternative, Defendant Bank of America was negligent, entitling
20 Plaintiff to recover damages under 15 U.S.C. §1681o.

21 96. Plaintiff is entitled to recover costs and attorneys' fees from Defendant Bank
22 of America pursuant to 15 U.S.C. §1681n and/or 15 U.S.C. §1681o.

23
24 **PRAYER FOR RELIEF**

25 **WHEREFORE**, Plaintiff seeks a reasonable and fair judgment against Defendants
26 for willful noncompliance of the Fair Credit Reporting Act and seeks statutory remedies
27 as defined by 15 U.S.C. § 1681 and demands:

28 A. Jury trial;

- 1 B. Actual damages to be proven at trial, or statutory damages pursuant to 15 U.S.C.
2 § 1681n(a)(1)(A), of not less than \$100 and not more than \$1,000 per violation;
3 C. Punitive damages, pursuant 15 U.S.C. § 1681n(a)(2), for Defendant's willful
4 violation;
5 D. The costs of instituting this action together with reasonable attorney's fees
6 incurred by Plaintiff pursuant to 15 U.S.C. § 1681n(a)(3); and
7 E. Any further legal and equitable relief as the court may deem just and proper in
8 the circumstances.
9

10 Respectfully submitted January 22, 2024.

11
12 /s/ Esther Oise

13 Esther Oise, Esq. (GA Bar #686342)

14 Oise Law Group PC

15 2635 Governors Walk Blvd.

16 Snellville, GA 30078

17 Email: oiselaw@gmail.com

18 Telephone: (770) 895-3736

19 Attorney for Plaintiff
20
21
22
23
24
25
26
27
28